

RESOLUTION NO. 2006-176

A RESOLUTION OF THE LODI CITY COUNCIL APPOINTING  
RANDI JOHL TO THE POSITION OF CITY CLERK AND  
APPROVING EMPLOYMENT SERVICES AGREEMENT  
EFFECTIVE OCTOBER 16, 2006

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby appoints Randi Johl to the position of City Clerk for the City of Lodi; and

BE IT FURTHER RESOLVED that the City Council hereby approves the Employment Agreement (attached hereto as Exhibit A), effective October 16, 2006.

Dated: September 20, 2006

=====

I hereby certify that Resolution No. 2006-176 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 20, 2006, by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Hansen, Johnson, Mounce,  
and Mayor Hitchcock

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

JENNIFER M. PERRIN  
Interim City Clerk

## EMPLOYMENT AGREEMENT

## City Clerk

**THIS AGREEMENT** entered into on September 20, 2006, by and between the CITY OF LODI, a municipal corporation (hereinafter referred to as "City") and RANDI JOHL, an individual (hereinafter referred to as "Employee").

**WHEREAS**, City desires to employ the services of Employee as City Clerk; and

**WHEREAS**, Employee desires to serve as City Clerk for the City beginning October 16, 2006; and

**WHEREAS**, City and Employee agree in writing to the terms and conditions of employment as City Clerk; and

**WHEREAS**, Employee and City agree and acknowledge that Employee's employment as City Clerk is her sole and exclusive employment with City, and that their employment relationship is governed solely and exclusively by this Agreement.

**NOW, THEREFORE**, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

1. **Employment:** City agrees to employ Employee as City Clerk, in accordance with the following provisions:

(a) Employee shall perform the functions and duties of a City Clerk as specified in the California Government Code, City Ordinances, Resolutions, Rules and Regulations and other state and local statutes. Employee shall be responsible for managing and directing the operations of the City Clerk's Office in accordance with an agreed upon performance plan.

(b) Employee shall perform her duties to the best of her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee agrees to accomplish specific tasks as specified and described by the City Council from time to time in a timely and professional manner. Such specific tasks shall be discussed with Employee and then adopted by motion by the City Council as frequently as the City Council may choose.

(d) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with her reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(e) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate her full energies and qualifications to her employment as City Clerk, and shall not engage in any other employment except as may be specifically approved in writing in advance by the City Council.

(f) Employee is an exempt employee who does not accrue compensatory time off, but is expected to engage in those hours of work which are necessary to fulfill the

obligations of her position. Employee does not have set hours of work as she is expected to be available at all times. It is recognized that Employee must devote a great deal of her time outside "normal office hours" to the business of the City, and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed. The Employee has discretion as to her work schedule.

(g) City shall provide Employee with an office, support staff, office equipment, supplies and all other facilities and services adequate for the performance of her duties.

(h) City shall pay for, or provide, Employee reimbursement of actual business expenses. The City shall provide Employee with a City credit card to charge appropriate and lawful business expenses up to the amount provided for in the City budget.

**2. Maintenance of Professional Expertise:** To promote continued professional growth and benefit to the City, Employee shall, at City expense and consistent with budgetary constraints: maintain membership in professional organizations related to city management administration and related professional disciplines; attend workshops, seminars and other similar activities designed to advance Employee's professional development; and, represent the City in professional associations and other organizations.

**3. Term:**

(a) Employee is an "at will" employee and shall serve at the pleasure of the City Council.

(b) Except as provided in Section 5, nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of Employee.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position as City Clerk, subject only to the provisions set forth in Section 4 and Section 10.

**4. Separation:**

(a) Resignation – In the event Employee terminates this Agreement by voluntary resignation of her position with the City, Employee shall not be entitled to severance pay otherwise provided in Section 5 of this Agreement. In the event Employee voluntarily resigns her position with City, she shall give City at least forty-five (45) days advance written notice and shall be entitled to all earned salary and in-lieu vacation leave.

(b) Termination and Removal - The City Council may remove Employee at any time, with or without cause, by a majority vote of its members. Notice of termination shall be provided to Employee in writing. Any such notice of termination shall be given at a noticed meeting of the City Council. Employee shall not be removed during the first 120-days following any change in membership of the City Council, except upon four-fifths (4/5) vote of the City Council. Given the at-will nature of the position of City Clerk, an important element of this Agreement pertains to termination. It is in both the City's interest and that of Employee that separation of Employee be done in a businesslike manner.

5. **Severance Pay:** In the event Employee is terminated by the City Council and Employee remains willing and able to perform the functions and duties of ~~City Manager~~, City agrees to pay to Employee a lump sum cash payment equal to six (6) months salary and to continue to pay Employee's health insurance benefits upon the same terms set forth in paragraph 9(a) of this Agreement for six (6) months from Employee's date of termination. In all cases such payments shall be subject to all rules and regulations governing withholding. However, notwithstanding the above, if Employee is terminated due to retirement, insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to him, or a breach of this agreement, City shall have no obligation to pay any severance or insurance provided in this section.

City Clerk  
13

6. **Employment as City Clerk is Sole Employment with City:** Employee further represents and acknowledges that her employment as City Clerk is her sole and exclusive employment with the City. Employee has no right to any other exempt position with the City or to any employment in the classified service.

7. **Salary:** City agrees to pay Employee \$86,520.00 in salary per annum for her services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding.

8. **Basic Benefits:**

(a) Holidays - Employee shall receive thirteen and one half (13 ½) paid holidays per year credited in the same manner as all other City employees.

(b) Vacation Leave - Employee shall be granted paid vacation leave in the amount of 15 days per year at the same rate of accumulation granted all other City employees. Upon termination or resignation of employment, Employee or those entitled to her estate, shall receive a lump sum payment for unused or accumulated vacation time to her credit at her rate of pay as of her date of termination.

(c) Sick Leave - Employee shall be granted 12-days of sick leave per year which will accrue at a rate of 3.08 hours per pay period.

(d) Administrative Leave - Employee shall be granted eighty (80) hours of administrative leave per year. Upon termination or resignation of employment, Employee or those entitled to her estate, shall receive a lump sum payment for unused or accumulated administrative leave to her credit at her rate of pay as of her date of termination.

(e) Other terms and conditions - Except as otherwise provided herein, all provisions of the City of Lodi Municipal Code, official policies and regulations and rules of the City relating to disability, incapacity, vacation, holidays, retirement systems contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other executive management employees of City in addition to said benefits set out in this Agreement. Currently those benefits include a PERS two percent (2%) at fifty-five retirement plan.

**9. Insurance:**

(a) **Medical Insurance:** Employee shall receive family medical and pharmaceutical insurance, family dental insurance, long-term disability, chiropractic insurance and any other similar benefit which may be made available to Employee by the City as outlined in the City of Lodi Executive Management Statement of Benefits, March 1998 or by Council Resolution. The Statement of Benefits or Council Resolution describes these benefits and any applicable deductibles.

(b) **Deferred Compensation:** Employee may participate in the City's Deferred Compensation plan. The City will match up to 3% percent of the employee's base salary.

(c) **Life Insurance:** Employee shall receive Life Insurance equivalent to City Department Heads.

**10. Relocation Expenses:** City agrees to pay Employee up to \$6,000 for the cost of moving Employee's household goods to Lodi. Employee will obtain three bids for the moving expenses and submit the lowest bid to the City for reimbursement. In the event Employee voluntarily terminates her employment with the City within twenty-four (24) months of this Agreement, she shall reimburse the City for any expenses actually paid by the City under this paragraph.

**11. Retirement:** City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount required by it and to contribute Employee's contribution of seven (7) percent to the membership contract with PERS for each pay period.

**12. Performance Evaluation:** Annual performance evaluations are an important way for the City Council and Employee to ensure effective communications about expectations and performance. The City Council recognizes that for Employee to respond to their needs and to grow in the performance of her job, she needs to know how the City Council Members think she is performing. To assure Employee gets this feedback, the City Council commits to:

(a) Conduct an evaluation of Employee's performance at least annually, or on any other schedule deemed appropriate by the City Council. At the request of the City Council or Employee the City may use an outside facilitator to assist them in conducting this evaluation.

(b) The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with Employee.

(c) The City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City for the attainment of the City Council's policy objectives. The City Council and Employee shall further establish a relative priority among those various goals and objectives.

**13. Assignment:** Employee shall not assign any of the duties and responsibilities, or obligations of this Agreement except with the express written consent of the City Council.

14. **Authority to Work in the United States:** Employee represents, under penalty of perjury, that she is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986 before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that she is legally entitled to work in the United States, and must execute the verification required by that Act.

15. **Cell Phone/Vehicle:** Employee will be provided with a cell phone for employment related use at the City's expense on terms consistent with other Executive Managers. Employee will also be provided with access to the Administration Pool Car for work related use on an as available basis.

16. **Notice:** All notices required herein shall be sent first class mail to the parties as follows:

To City:

City of Lodi  
P. O. Box 3006  
Lodi, CA 95241-1910

To Employee:

Randi Johl  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be deemed effectively served upon deposit in the United States mail.

17. **Entire Agreement:** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement may only be amended by written instrument signed by Employee and specifically approved by the City Council in open session.

{CONTINUED ON THE FOLLOWING PAGE}

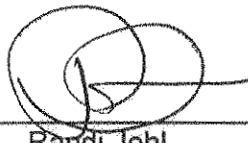
**18. Severability:** If any provision of this Agreement is invalid or unenforceable, it shall be considered deleted herefrom and the remainder of this Agreement shall be unaffected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

CITY OF LODI, a municipal corporation

EMPLOYEE

By: \_\_\_\_\_  
Susan Hitchcock  
Mayor

By: \_\_\_\_\_  
  
Randi Johl

ATTEST:

By: \_\_\_\_\_  
Jennifer Perrin  
Interim City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Janice D. Magdich  
Deputy City Attorney